

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMBER ABSHIRE, individually and } No.: \_  
on behalf of all others similarly situated, }  
Plaintiff, } **COMPLAINT**  
vs. } **JURY TRIAL DEMANDED**  
CONVERGENT OUTSOURCING }  
INC., }  
LVNV FUNDING LLC, }  
AND JOHN DOES 1-25. }  
Defendant(s)

Plaintiff Amber Abshire ("Plaintiff"), by and through her attorneys, Brubaker Law Group PLLC, as and for her Complaint against Defendants Convergent Outsourcing Inc. ("Convergent") and LVNV Funding LLC., ("LVNV"), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

## **INTRODUCTION/PRELIMINARY STATEMENT**

1  
2 1. Congress enacted the Fair Debt Collection Practices Act (the  
3 “FDCPA”) in 1977 in response to the “abundant evidence of the use of abusive,  
4 deceptive, and unfair debt collection practices by many debt collectors.” 15  
5 U.S.C. §1692(a). At that time, Congress was concerned that “abusive debt  
6 collection practices contribute to the number of personal bankruptcies, to  
7 material instability, to the loss of jobs, and to invasions of individual privacy.”  
8 *Id.* Congress concluded that “existing laws...[we]re inadequate to protect  
9 consumers,” and that ““the effective collection of debts’ does not require  
10 ‘misrepresentation or other abusive debt collection practices.’” 15 U.S.C. §§  
11 1692(b) & (c).

12 2. Congress explained that the purpose of the Act was not only to  
13 eliminate abusive debt collection practices, but also to “insure that those debt  
14 collectors who refrain from using abusive debt collection practices are not  
15 competitively disadvantaged.” *Id.* § 1692(e). “After determining that the  
16 existing consumer protection laws were inadequate.” *Id.* § 1692(b), Congress  
17 gave consumers a private cause of action against debt collectors who fail to  
18 comply with the Act. *Id.* § 1692k.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this class action pursuant to 15 U.S.C. § 1692 et. seq. and 28 U.S.C. § 2201. The Court has pendent jurisdiction over the State law claims in this action pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as this is where the Plaintiff resides as well as where a substantial part of the events or omissions giving rise to this claim occurred.

**NATURE OF THE ACTION**

5. Plaintiff brings this class action on behalf of a class of Washington consumers under § 1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA"), and

6. Plaintiff is seeking damages and declaratory relief.

**PARTIES**

7. Plaintiff is a resident of the State of Washington, County of Whatcom, with an address of 5278 Mosquito Lake Road, Deming, Washington 98244.

8. Defendant Convergent is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 800 SW 39TH Street Suite #100, Renton, WA, 98057 and may be served with process

1 upon the C T Corporation System, 711 Capitol Way S Ste 204, Olympia, WA  
2 98501.

3  
4 9. Upon information and belief, Defendant Convergent is a company that  
5 uses the mail, telephone, and facsimile and regularly engages in business the  
6 principal purpose of which is to attempt to collect debts alleged to be due  
7 another.  
8

9  
10 10. Defendant LVNV is a "debt collector" as the phrase is defined in 15  
11 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 6801 S  
12 Cimarron Rd, Suite 424-J, Las Vegas, NV, 89113-2273, and may be served  
13 with process upon the Corporation Service Company , its registered agent for  
14 service of process, at 300 Deschutes Way SW Ste 304, Tumwater, WA, 98501.  
15

16  
17 11. Upon information and belief, Defendant LVNV is a company that  
18 uses the mail, telephone, and facsimile and regularly engages in business the  
19 principal purpose of which is to attempt to collect debts alleged to be due  
20 another.  
21

22 12. John Does 1-25, are fictitious names of individuals and businesses  
23 alleged for the purpose of substituting names of Defendants whose identities  
24 will be disclosed in discovery and should be made parties to this action.  
25  
26

27 **CLASS ALLEGATIONS**

1           13. Plaintiff brings this claim on behalf of the following case, pursuant to  
2 Fed. R. Civ. P. 23(a) and 23(b)(3).

3  
4           14. The Class consists of:

- 5           a. all individuals with addresses in the State of Washington;  
6  
7           b. to whom Defendant Convergent sent a collection letter attempting  
8 to collect a consumer debt;  
9  
10          c. on behalf of Defendant LVNV;  
11  
12          d. containing settlement offers;  
13  
14          e. without disclosing that if a partial payment is made along with  
15 signed, written acknowledgement, it will restart the statute of  
16 limitations;  
17  
18          f. which letter was sent on or after a date one (1) year prior to the  
19 filing of this action and on or before a date twenty-one (21) days  
20 after the filing of this action.

21           15. The identities of all class members are readily ascertainable from the  
22 records of Defendants and those companies and entities on whose behalf they  
23 attempt to collect and/or have purchased debts.

24           16. Excluded from the Plaintiff Class are the Defendants and all officer,  
25 members, partners, managers, directors and employees of the Defendants and  
26  
27  
28

1 their respective immediate families, and legal counsel for all parties to this  
2 action, and all members of their immediate families.

3  
4 17. There are questions of law and fact common to the Plaintiff Class,  
5 which common issues predominate over any issues involving only individual  
6 class members. The principal issue is whether the Defendants' written  
7 communications to consumers, in the forms attached as Exhibit A, violate 15  
8 U.S.C. §§ 1692e and 1692f.

9  
10  
11 18. The Plaintiff's claims are typical of the class members, as all are  
12 based upon the same facts and legal theories. The Plaintiff will fairly and  
13 adequately protect the interests of the Plaintiff Class defined in this complaint.  
14 The Plaintiff has retained counsel with experience in handling consumer  
15 lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor  
16 her attorneys have any interests, which might cause them not to vigorously  
17 pursue this action.

18  
19  
20 19. This action has been brought, and may properly be maintained, as a  
21 class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil  
22 Procedure because there is a well-defined community interest in the litigation:

- 23  
24 a. **Numerosity:** The Plaintiff is informed and believes, and on that  
25 basis alleges, that the Plaintiff Class defined above is so numerous  
26 that joinder of all members would be impractical.  
27  
28

- 1                   b. **Common Questions Predominate:** Common questions of law and  
2                   fact exist as to all members of the Plaintiff Class and those  
3                   questions predominance over any questions or issues involving  
4                   only individual class members. The principal issue is whether the  
5                   Defendants' written communications to consumers, in the forms  
6                   attached as Exhibit A violate 15 USC §1692e and 1692f.  
7  
8  
9                   c. **Typicality:** The Plaintiff's claims are typical of the claims of the  
10                  class members. The Plaintiffs and all members of the Plaintiff  
11                  Class have claims arising out of the Defendants' common uniform  
12                  course of conduct complained of herein.  
13  
14  
15                  d. **Adequacy:** The Plaintiff will fairly and adequately protect the  
16                  interests of the class members insofar as Plaintiff have no interests  
17                  that are adverse to the absent class members. The Plaintiff is  
18                  committed to vigorously litigating this matter. Plaintiff has also  
19                  retained counsel experienced in handling consumer lawsuits,  
20                  complex legal issues, and class actions. Neither the Plaintiff nor  
21                  her counsel have any interests which might cause them not to  
22                  vigorously pursue the instant class action lawsuit.  
23  
24  
25                  e. **Superiority:** A class action is superior to the other available means  
26                  for the fair and efficient adjudication of this controversy because  
27  
28

1 individual joinder of all members would be impracticable. Class  
2 action treatment will permit a large number of similarly situated  
3 persons to prosecute their common claims in a single forum  
4 efficiently and without unnecessary duplication of effort and  
5 expense that individual actions would engender.  
6  
7

8 20. Certification of a class under Rule 23(b)(3) of the Federal Rules of  
9 Civil Procedure is also appropriate in that the questions of law and fact common  
10 to members of the Plaintiff Class predominate over any questions affecting an  
11 individual member, and a class action is superior to other available methods for  
12 the fair and efficient adjudication of the controversy.  
13  
14

15 21. Depending on the outcome of further investigation and discovery,  
16 Plaintiff may, at the time of class certification motion, seek to certify a class(es)  
17 only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).  
18

### 19 **FACTUAL ALLEGATIONS**

20 22. Plaintiff repeats, reiterates and incorporates the allegations contained  
21 in paragraphs numbered above herein with the same force and effect as if the  
22 same were set forth at length herein.  
23

24 23. Some time prior to February 5, 2019, an obligation was allegedly  
25 incurred to Chase Bank USA, N.A. by Plaintiff.  
26  
27  
28



1           24. The Chase Bank USA, N.A. obligation arose out of transactions in  
2           which money, property, insurance or services were the subject of the  
3           transactions.  
4

5           25. The alleged Chase Bank USA, N.A. obligation is a “debt” as defined  
6           by 15 U.S.C. §1692a(5).  
7

8           26. Chase Bank USA, N.A. is a “creditor” as defined by 15 U.S.C.  
9           §1692a(4).  
10

11           27. Defendant LVNV purportedly purchased the alleged Chase Bank  
12           USA, N.A. debt.  
13

14           28. Defendant LVNV, contracted with the Defendant Convergent to  
15           collect the alleged debt.  
16

17           29. Defendants collect and attempt to collect debts incurred or alleged to  
18           have been incurred for personal, family or household purposes on behalf of  
19           creditors using the United States Postal Services, telephone and internet.  
20

21                           *Violation I – February 5, 2019 Collection Letter*

22           30. On or about February 5, 2019, Defendant Convergent sent Plaintiff a  
23           collection letter (the “Letter”) regarding the alleged debt currently owed to  
24           Defendant LVNV. **See Exhibit A.**  
25

26           31. The letter states:  
27  
28

1 “The law limits how long you can be sued on a debt. Because of the  
2 age of your debt, LVNV Funding LLC cannot sue you for it and  
3 LVNV Funding LLC cannot report it to any credit reporting agency.”  
4

5 32. The letter contains a settlement offer as well as invitation to call for  
6 further payment options.

7 33. The Defendants fail to inform the consumer that making a payment  
8 along with a signed, written acknowledgement will restart the statute of  
9 limitations for a lawsuit to occur.  
10

11 34. The letter fails to inform the consumer of the true ramifications of  
12 making a payment with a written acknowledgement.  
13

14 35. The Defendants’ omission could likely lead to the Plaintiff making a  
15 partial payment with a signed, written acknowledgement and thereby  
16 unknowingly cause her to restart the statute of limitations.  
17

18 36. As a result of Defendants’ deceptive, misleading and unfair debt  
19 collection practices, Plaintiff has been damaged  
20

21 **COUNT I**  
22 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15**  
23 **U.S.C. §1692e *et seq.***

24 37. Plaintiff repeats, reiterates and incorporates the allegations contained  
25 in paragraphs above herein with the same force and effect as if the same were  
26 set forth at length herein.  
27

1           38. Defendants' debt collection efforts attempted and/or directed towards  
2 the Plaintiff violated various provisions of the FDCPA, including but not  
3 limited to 15 U.S.C. §1692e.  
4

5           39. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false,  
6 deceptive, or misleading representation or means in connection with the  
7 collection of any debt.  
8

9           40. Defendants violated said section  
10

11           a. by omitting material information creating a false and  
12 misleading representation of the status of the debt and the true ramifications  
13 of making a payment in violation of §1692e(10); and  
14

15           b. by falsely representing the character, amount or legal status of  
16 the debt in violation of §1692e(2)(A);  
17

18           43. By reason thereof, Defendants are liable to Plaintiff for judgment that  
19 Defendants' conduct violated Section 1692e et seq. of the FDCPA, actual  
20 damages, statutory damages, costs and attorney's fees.  
21

22  
23                                   **COUNT II**  
24           **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15**  
25                                   **U.S.C. §1692f et seq.**  
26  
27  
28

42. Defendants' debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

44. Defendants violated this section by omitting material information that gave Plaintiff a false understanding of the proper legal status of the debt and the ramifications of specific actions.

45. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants' conduct violated Section 1692f et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

46. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Amber Abshire, individually and on behalf of all others similarly situated, demands judgment from Defendants Convergent Outsourcing, Inc. and LVNV Funding, LLC and as follows:

1. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and Michael Brubaker, Esq. as Class Counsel;
2. Awarding Plaintiff and the Class statutory damages;
3. Awarding Plaintiff and the Class actual damages;
4. Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
5. Awarding pre-judgment interest and post-judgment interest; and
6. Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

DATED this 22nd day of July, 2019.

Respectfully submitted,  
By: /s Michael  
Brubaker  
Michael Brubaker,  
WSBA #49804  
Brubaker Law Group  
PLLC

COMPLAINT - 13

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COMPLAINT - 14

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